



**Request for Application No. OHS 18-01  
Homeless Emergency Aid Program**

**San Bernardino County  
Office of Homeless Services  
303 E. Vanderbilt Way  
San Bernardino, CA 92415**

**I. INTRODUCTION**

**A. Purpose**

The County of San Bernardino (County), Office of Homeless Services Department, hereafter referred to as OHS, as the Administrative Entity designated by the San Bernardino County Continuum of Care (SB CoC), is seeking Applications from interested and qualified applicants to be included in the SB CoC collaborative application for Homeless Emergency Aid Program (HEAP) Funding, to provide immediate emergency assistance to people experiencing homelessness. The California Homeless Coordinating and Financing Council (HCFC) announced the launch of HEAP, a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California. HEAP funds are intended to provide funding to Continuums of Care (CoC) and large cities (LC) with populations over 330,000, so they may provide immediate emergency assistance to people experiencing homelessness.

SB CoC is the eligible applicant for HEAP funding for the same geographic boundaries for which it administers federal Department of Housing and Urban Development (HUD) CoC funds. HEAP funds will benefit individuals of San Bernardino County who are experiencing homelessness or at imminent risk of homelessness. HEAP will help compliment/fund the efforts that the CoC is currently making to solve the homeless problem.. The number of awards will be determined by the quantity and quality of the applications received.

Once OHS receives notification of award and receipt of funds from the State of California Business, Consumer Services and Housing Agency (BCSH) the successful applicants will enter into a Contract with OHS.

**B. RFA Contact**

All correspondence, including applications and questions, must be submitted to the person identified below (RFA Contact):

San Bernardino County  
Department of Behavioral Health  
Attn: Anthony Altamirano  
303 E. Vanderbilt Way  
San Bernardino, CA, 92415  
(909) 388-0860 Phone  
(909) 890-0470 Fax  
Email: Anthony.Altamirano@dbh.sbcounty.gov

Fax number and e-mail address above may only be used to submit questions. Applications will not be accepted by facsimile. Applications must be submitted electronically via email to the mail box: [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov), and hard copies with original signatures submitted to the address indicated above.

**C. Budget**

The estimated funding amount available for distribution for the Homeless Emergency Aid Program (HEAP) is \$9,389,654.

**D. Contract Term**

Services to be provided under this Request for Application (RFA) are outlined under Section V, Scope of Work. It is anticipated that the Contract period will begin on February 2019 and end on June 30, 2021. The commencement date of the Contracts are subject to change and predicated upon the BCSH announcing formal awards and issuing the State of California HEAP agreement with the Administrative Entity – County of San Bernardino Office of Homeless Services.

**E. Location of Services**

Location(s) where Services are to be provided, completed and managed is throughout the County of San Bernardino.

**F. Assistance to Applicants with a Disability**

Applicants with a disability may request accommodation regarding the means of communicating this RFA or participating in the procurement process. For more information, contact the RFA Contact no later than ten (10) days prior to the Deadline for Applications.

**II. APPLICATION TIMELINE**

Release of RFA	<b>October 2, 2018</b>
Application Workshop	<b>October 9, 2018 @ 9am (Local Time)</b>
Deadline for Submission of Questions	<b>October 12, 2018 by 12:00pm (Local Time)</b>
Deadline for Applications	<b>October 26, 2018 by 4:00pm (Local Time)</b>
Deadline to Submit Shelter Crisis Declaration (applies only to municipalities and the County of San Bernardino)	<b>November 16, 2018 by 4:00pm (Local Time)</b>
Date for Tentative Contract Award	<b>February 2019</b>

**Application Workshop:**

An Application Workshop will be held:

October 9, 2018, @ 9am (Local Time)  
Auditorium  
County of San Bernardino Health Services  
850 E. Foothill Blvd  
Rialto, CA, 92376

**Attendance at the conference is highly encouraged.**

**Application Submission Deadline:**

- A.** All applications must be received no later than 4:00pm (Local Time) on Friday, October 26, 2018. **Late or incomplete applications will not be accepted.**
- B.** An electronic application must be submitted via email ([HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov)). **AND**
- C.** Submit seven (7) unbound hard copies of the application package containing original signatures to the location identified in this solicitation in Paragraph B: RFA Contact above.

Questions regarding the contents of this RFA must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFA Contact. All questions will be answered and both the questions and answers will be posted as an Addendum to the RFA on the Homeless Partnership website located at the following URL: <http://wp.sbcounty.gov/dbh/sbchp/>.

**III. DEFINITIONS**

Capitalized terms used in this RFA shall have the meanings given to them in the RFA and as defined below:

- A.** **Administrative Entity (AE)**: A unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds. For this application, CoC and administrative entity are used interchangeably.
- B.** **Agency**: The State of California Business, Consumer Services and Housing Agency (BCSH).

- C. **Board**: The San Bernardino County Board of Supervisors.
- D. **Bridge Housing**: Temporary housing resources offered while working with clients with Permanent Supportive Housing as the final goal. Case managers, housing locators and employment specialists work with each family to access their unique needs and create a customized plan for achieving long-term stability and independence. Once in permanent housing, families build on their success with aftercare support from program staff and a network of community partners.
- E. **Case Management**: The coordination of community-based services by a professional team to provide people the quality mental health care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.
- F. **Community Development and Housing Agency (CDHA)**: The County agency responsible for the strategic investment and alignment of resources for affordable housing related functions via oversight of the Community Development and Housing Department (CDH), the Office of Homeless Services (OHS), and for purposes of reporting, the Housing Authority of the County of San Bernardino (HACSB). As such, CDH prepares a strategic plan which governs the use of federal housing and community development grant funds that it receives from the US Department of Housing and Urban Development (HUD). The HUD grant funds that CDH administers are: Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant. In addition, CDHA administers the Mental Health Services Act Housing Program for the chronically ill and "at risk" of homelessness whom are mentally ill, along with OHS, which includes the County's Continuum of Care and Homelessness Management Information System programs.
- G. **Continuum of Care (CoC)**: A program designed to promote community wide commitment to the goal of ending homelessness; providing funding for efforts to nonprofit providers; and State and local governments to rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homes individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
- H. **Continuum of Care (CoC) Housing Providers**: Include a network of Community Based Organizations partnered with the County to provide services to homeless individuals and families.
- I. **Contract**: The Contract between the County and the Applicants resulting from the award issued pursuant to this RFA to the successful Applicants.
- J. **Contractor**: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- K. **Coordinated Entry System (CES)**: The CES is used to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. Designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access it as quickly as possible.
- L. **Council**: The Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- M. **Emergency Aid**: Any urgent and immediate services, which include housing that, will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets and shower facilities, tiny shed homes, etc.
- N. **General Service Area**: The geographically defined area where a service entity provides outreach and direct services to homeless people.
- O. **Governing Body**: The entity that may declare the shelter crisis. This includes the following:
  - 1. The legislative body for a city or city and county.

2. The board of supervisors for a county.
  3. The governing board or board of trustees for a district or other public agency.
  4. An official designated by ordinance or resolution adopted by a governing body, as defined in item (1), (2), or (3).
- P.** **Homeless**: The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on May1, 2018.
- Q.** **Homeless Management Information System (HMIS)**: A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services.
- R.** **Homeless Youth**: Is an unaccompanied homeless individual who is not older than 24. Homeless individuals not older than 24 who are parents are included in this definition.
- S.** **Housing First**: An approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.
- T.** **Housing Search and Placement**: Services to assist clients to locate, secure, and navigate the rental market. Housing Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.
- U.** **Interagency Council on Homelessness (ICH)**: The policy making body for the San Bernardino County Homeless Partnership. ICH works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. ICH Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.
- V.** **Instance of Service**: Each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two instances of service for this activity.
- W.** **Large City (LC)**: A city with a population over 330,000 people on January 1, 2018, as published on the Department of Finance website.
- X.** **Permanent Supportive Housing (PSH)**: Is low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, and education and job training.
- Y.** **Point-In-Time Count (PITC)**: An unduplicated one-night estimates of both sheltered and unsheltered homeless populations. The one-night counts are conducted by Continuums of Care nationwide on a pre-determined date within the last 10 days of each January. It is based on the 2017 homeless point in time counts pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- Z.** **Program**: The Homeless Emergency Aid Program (HEAP) established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code.

- AA. Rapid Re-Housing (RRH):** Is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individuals are in their home. Supportive services are designed to enhance each family or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness
- BB. Request for Application (RFA):** The request for an offer from Applicants interested in providing the identified services sought to be procured by the County. The RFA specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.
- CC. Services:** The requested services described in this RFA.
- DD. Shelter Crisis:** A situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.
- EE. Subcontractor:** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- FF. Target Population:** Any person who is homeless as defined for this grant. See (P) above.
- GG. U.S. Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

#### IV. **APPLICATION CONDITIONS**

**A. Authorized Signatures**

All applications must be signed by an individual authorized to bind the Applicant to the provisions of the RFA.

**B. Term of Offer**

Applications shall remain open, valid and subject to acceptance anytime within nine (9) months after the Application submission.

**C. Required Review**

Applicants should carefully review this RFA for defects and questionable or objectionable material. Comments from Applicants concerning defects and objectionable material in this RFA must be made in writing and received by the RFA contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Applications (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFA. It will also help prevent the opening of a defective RFA and exposure of Applications upon which an award could not be made. Protests based on any omission or error, or on the content of this RFA, may be disallowed if not submitted in writing to the attention of the RFA Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Applications (whichever occurs last).

**D. Incurred Costs**

OHS is not obligated to pay any costs incurred by Applicant in the preparation of an Application in response to this RFA. Applicants agree that all costs incurred in developing an Application are the Applicant's responsibility.

**E. Amendments/Addendums to RFA**

OHS reserves the right to issue amendments or addendums to this RFA if the ICH considers that changes are necessary or additional information is needed.

Changes to an Application or withdrawal of an Application will only be allowed if a request is received prior to the Deadline for Applications. No amendments or withdrawals will be accepted after the Deadline for Applications.

**F. Public Records Act**

All Applications and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 6250). All Application information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Applications are subject to becoming a non-exempt public record.

If an Applicant believes that any portion of its Application is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment E - Public Records Act Exemptions. The Applicant also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Applications marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Applications so marked.

By submitting an Application with portions identified in Attachment E as "Confidential," Applicant represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Applicant may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Applicant agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of an Application.

**V. SCOPE OF WORK**

**A. BACKGROUND INFORMATION**

On September 5, 2018, The California Homeless Coordinating and Financing Council (HCFC) announced the launch of the Homeless Emergency Aid Program (HEAP). HEAP is a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California. HEAP has been authorized by Senate Bill (SB) 850. HEAP funds are intended to provide funding to Continuums of Care (CoC) and large cities (LC) with populations over 330,000, so they may provide immediate emergency assistance to people experiencing homelessness. Eligible uses under HEAP include, but are not limited to: street outreach, health and safety education, criminal justice diversion programs, prevention services, navigation services, and operating support for short-term or comprehensive homeless services. Rental assistance or subsidies: housing vouchers, rapid rehousing programs, and eviction prevention strategies. Capital improvements: emergency shelter, transitional housing, drop-in centers, permanent supportive housing, small/tiny houses, and improvements to current structures that serve homeless individuals and families. At least five percent of HEAP funds must be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.

**B. PROJECT DESCRIPTION**

1. **Project goals and objectives** – The parameters of the program services are intentionally broad to allow local jurisdictions to be creative and develop programs that meet the

specific needs they have developed. Applications must further countywide efforts to address homelessness; agencies must have the readiness capacity to immediately perform and administer homeless efforts through this funding; must supplement programs, not supplant; if wanting to maintain the project longer than the funding period, it must be sustainable; and must be results oriented in conjunction with State data reporting requirements. The long-term goal of this block grant program is to address the homelessness crisis throughout California. The priorities are system improvement; immediate efforts that support the long-term goal of housing permanency; holistic; provide client stability, and promotes cross jurisdictional collaboration.

Eligible uses of funds include, but are not limited to, the following: Services for street outreach, health and safety education, criminal justice diversion programs, prevention services, navigation services, and operating support for short-term or comprehensive homeless services; rental assistance or subsidies: housing vouchers, rapid re-housing programs and eviction prevention strategies; capital improvements: emergency shelter, transitional housing, drop-in centers, permanent supportive housing, small/tiny houses, and improvements to current structures that serve homeless individuals and families. Some communities are discussing solutions to address homelessness and the public health crisis by using funds for handwashing stations or public toilet and shower facilities.

**2. Application Requirements:**

a) Minimum Requirements:

Applicants must include in the application how the proposed homeless activity is directly related to providing immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with California's Housing First policy. For those establishing or expanding services to youth they must be homeless or at risk of homelessness.

- 1) The minimum application amount is \$100,000.
- 2) The minimum application specifically for Homeless Youth is \$470,000.
- 3) Project must conform to California's Housing First policy.
- 4) Indicate collaboration with service providers and/or municipalities.
- 5) Applicants must submit a letter of support with their application, from a city or the county that has declared a shelter crisis.
- 6) Must indicate measurable outcomes and how they will be tracked and reported.
- 7) Must indicate project readiness to immediately perform and administer homeless efforts.
- 8) Must meet December 1, 2019 deadline for 50 percent obligation of program funds.
- 9) Must meet May 30, 2021 deadline for expenditure of funds.
- 10) Applicants must submit a detailed budget for each application submission.

b) Guiding Principles:

- 1) Immediately resolves homelessness
- 2) Focus is on long-term results
- 3) Encouraged to leverage resources
- 4) Innovative

c) Application Criteria:

- 1) Must further countywide efforts to address homelessness.



- 2) Agencies must have the readiness capacity to immediately perform and administer homeless efforts through this funding.
  - 3) Must supplement programs, not supplant.
  - 4) If wanting to maintain the project longer than the funding period, it must be sustainable.
  - 5) Must be results oriented in conjunction with State data reporting requirements.
3. **Shelter Crisis Declaration** – is required for all cities and counties within a CoC that wish to receive HEAP funds, except for CoCs with fewer than 1,000 homeless people, based on the PITC. Each incorporated city must declare a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 Title 2 of the Government Code. Counties may declare a shelter crisis only for the unincorporated areas of the County. The declaration is a resolution that must be adopted by the governing body of a jurisdiction or jurisdictions within a CoC or LC.
- a) Proof of shelter crisis declaration must be submitted by November 16, 2018 to the Office of Homeless Services by the County/cities/nonprofit organizations that will be providing master leasing, capital projects, or shelter services physically located within jurisdictional boundaries, prior to receiving funding. Nonprofit organizations only providing services need only to submit letters of support from the county/cities they wish to provide services.
4. **Staffing Requirements** - Necessary professional staff to meet the needs of the homeless population following the Housing First model (ex. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). Applicants must have the readiness capacity to immediately perform and administer homeless efforts through this funding.
5. **Administrative Requirements**
- a) Providers must be able to demonstrate that HEAP funds were expended for eligible uses to benefit members of the target population. OHS will include reporting requirements in the standard agreement executed prior to distribution of HEAP funds to the providers. At this time, the reporting requirements include contract expenditures, the number of homeless individuals served by program funds, and the progress toward state and local homelessness goals. The first report will be due on December 1, 2019. An additional report will be due no later than December 1, 2020, with a final report due shortly after May 30, 2021. Frequency of reporting requirements are subject to change. It is possible the State BCSH will modify or amend the reporting requirements upon issuing the HEAP grant awards and agreements to the Administrative Entity.
  - b) Providers will need to submit confirmation that no less than 50 percent of program funds have been contractually obligated by December 1, 2019. By May 30, 2021, 100 percent of HEAP funds must be fully exhausted. Reports submitted on or before January 1, 2020 will be utilized to ensure that providers are on track to expend 100 percent of program funds by June 30, 2021. In addition to the reporting requirements above, OHS will provide direct oversight to recipients of HEAP funds.
6. **Additional Requirements:**
- a) The Coordinated Entry System (CES) is a referral process that currently coordinates with the CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS). The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the County.

- b) The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness.

## VI. APPLICATION SUBMISSION

### A. General

1. All interested and qualified Applicants are invited to submit an Application for consideration. Submission of an Application indicates that the Applicant has read and understands the entire RFA, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFA have been resolved.
2. Applications must be received by the designated date and time. **Late or incomplete applications will not be accepted.** The Applicant acknowledges that its electronic signature is legally binding.
3. Seven (7) unbound hard copies of the application must be submitted in addition to the electronic submission, by mail or in person to the RFA Contact and will be time/date stamped when received. Applications can be withdrawn at any time prior to the scheduled Deadline for Applications.

Hand carried Applications must be delivered to the RFA Contact between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays observed by the County. Applicants are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

4. Applications must be submitted in the format described below. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA.
5. Application must be completed in all respects as required in this section. An Application may not be considered if it is conditional or incomplete.

### B. Application Format

Responses to this RFA must be in the form of an Application package, which must be submitted in the following format:

1. **Presentation**  
Submit all hard copies of the Application on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.
2. **Cover Page**  
Use Attachment A as the cover page.  
This form must be fully completed and signed by an authorized officer of the Applicant.
3. **Table of Contents**  
All pages of the Application, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
4. **Statement of Certification**  
Include the following on Attachment B:
  - a) A statement that the offer made in the Application is firm and binding for nine (9) months from the Deadline for Application.

- b) A statement that all declarations in the Application and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
  - c) A statement that the Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.
  - d) A statement that the Applicant agrees to provide the SB CoC with any other information the SB CoC determines is necessary for an accurate determination of the Applicant's ability to perform the Services as proposed.
  - e) A statement that the Applicant, if selected will comply with all applicable rules, laws and regulations.
  - f) A statement that the Applicant has reviewed the RFA and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment D.
5. **Licenses, Permits, and/or Certifications**  
Provide copies of all licenses, permits and/or certifications in Attachment C as required under Section X. TERMS AND CONDITIONS Paragraph A, 22.
6. **Exceptions to RFA**  
Complete Attachment D.
7. **Public Records Act Exemptions**  
Complete Attachment E – Public Records Act Exemptions if applicable.
8. **Application**  
Complete the HEAP SB CoC Project Application.
9. **Budget**  
Submit a detailed Budget with application for each application.

## **VII. EVALUATION**

Applications will be subject to an Initial Review to confirm responsiveness, by determining whether each Application includes the stipulated content, required information, and is presented in the required format, in order for the Application to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Application meets these requirements. Applications will be evaluated based on required information as detailed in the Project Description.

The ICH, will establish an evaluation panel Grant Review Committee (GRC) with responsibility for reviewing all Applications and conducting the evaluation. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFA, evaluation worksheets for each Application, and written evaluation instructions.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation. The GRC will score, rank, and prioritize funding for each application received.

- A.** Project is for an eligible service.
- B.** Project is system improving.
- C.** Project promotes cross jurisdictional collaboration (bonus points in scoring mechanism for regions that collaborate).
- D.** Project is holistic.

- E. Project will cause immediate efforts that support the long-term goal of housing permanency.
- F. Project serves target population.
- G. 50% of project funds will be obligated by 12/1/2019.
- H. 100% of project funds will be expended by 5/30/2021.
- I. If wanting to maintain the project longer than the funding period, it must be sustainable.

After the initial meeting, evaluators will independently review and score the Applications. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

The GRC may, at its sole discretion, create a shortlist of Applications for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Applicant.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Applicant(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

Once all ratings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet. The GRC will present its final recommendations to the ICH on November 28, 2018.

## **VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD**

SB CoC may require the potential Applicant(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

### **A. Contract Negotiation**

After selection, negotiations may be conducted with the Applicant(s) of the highest-ranked Application(s). Negotiations, if held, shall be within the scope of work in the request for Application. If the contract negotiations take place in San Bernardino County, California, the Applicant will be responsible for its travel and per diem expenses of its personnel.

### **B. Failure to Negotiate**

If the selected Applicant:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the Services; or
4. If the Applicant and SB CoC, after a good faith effort, simply cannot come to terms;

Then SB CoC may terminate negotiations with the Applicant initially selected and commence negotiations with the next highest rated Applicant.

### **C. Notice of Intent to Award (NOIA) – Applicant Notification of Selection**

After the GRC has determined which Applications it is recommending to the ICH for funding, OHS will issue a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Applicants. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Applicant.

### **D. Appeal Process**

Applicants may appeal denial of intent to award directly to the ICH at the November 28, 2018, ICH Meeting.

**IX. TERMS AND CONDITIONS**

The selected Applicant will be required to enter into a formal Contract with the OHS. This RFA sets forth some of the general provisions which will/may be included in the final Contract. In submitting a response to this RFA, Applicant will be deemed to have agreed to each clause unless the Application identifies an objection and OHS agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment D – Exceptions to RFA, or any exception thereto shall be waived

**A. General**

**1. Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**2. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**3. Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**4. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

**5. Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**6. Change of Address**

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**7. Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of

California.

8. **Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

9. **Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

10. **Primary Point of Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

11. **County Representative**

The Chief of Homeless Services or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

12. **Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion

13. **Debarment and Suspension**

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

14. **Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a) Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c) Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

15. **Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

16. **Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. **Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

18. **Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Application and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. **Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

20. **Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

21. **Licenses, Permits, and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

22. **Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

23. **Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

24. **Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection



with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

25. **Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

26. **Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

27. **Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

28. **Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

29. **Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

30. **Representation of the County**

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

31. **Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

32. **Subcontracting**

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed

subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- a) Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b) Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c) Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

33. **Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

34. **Termination for Convenience**

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

35. **Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

36. **Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

37. **Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all

reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

38. **Fiscal Provisions**

- a) The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- b) Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c) Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d) County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- e) Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**B. Indemnification and Insurance Requirements**

1. **Indemnification**

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

**Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such

additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights**

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**Severability of Interests**

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

**Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

**Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if Risk Management determines that heretofore unreasonably

priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**2. Insurance Specifications**

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**Commercial/General Liability Insurance**

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations)
- d) Explosion, collapse and underground hazards.
- e) Personal Injury
- f) Contractual liability
- g) \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

#### **Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

#### **Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

**Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit. (If Applicable)

### **C. Right to Monitor and Audit**

#### **1. Right to Monitor**

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

#### **2. Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

**D. Correction of Performance Deficiencies**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the OHS within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. Contractor's Primary Contact and OHS shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and OHS are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - a) Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
  - b) Withhold funds pending duration of the breach;
  - c) Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
  - d) Offset against any monies billed by Contractor but yet unpaid by the County;
  - e) Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and

each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.



**ATTACHMENT A – COVER PAGE**

**Use this checklist to ensure that all items requested have been included.**

	Items Completed	Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Licenses, Permits, and/or Certifications	
5.	Attachment D – Exceptions to RFA	
6.	Attachment E – Public Records Act Exemptions	
7.	Table of Contents	
8.	HEAP SB CoC Project Application	
9.	Budgets for each application submission	

Applicant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No.: ( ) \_\_\_\_\_ FAX No.: ( ) \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Federal Tax ID: \_\_\_\_\_  
 RFA Contact: \_\_\_\_\_  
 Name of Authorized Representative: \_\_\_\_\_  
 Title of Authorized Representative: \_\_\_\_\_

**By signing below, the individual acknowledges that he/she has the authority to bind the Applicant to the terms of the Application. The individual further acknowledges that he/she has read and understands the RFA, the contents of the Application and the Attachments, and attests to the accuracy of the information submitted therein.**

Signature of Authorized Representative: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTACHMENT B  
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to the SB CoC.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	The offer made in the Application is firm and binding for nine (9) months from the date the Application is opened.		
2.	All declarations in the Application and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
3.	Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.		
4.	Applicant agrees to provide the SB CoC with any other information the SB CoC determines is necessary for an accurate determination of the Applicant's ability to perform the Services as proposed.		
5.	Applicant, if selected will comply with all applicable rules, laws and regulations.		
6.	The RFA has been reviewed in its entirety and Applicant has no exceptions to any requirements, terms, or conditions, except as noted in Attachment D.		



**ATTACHMENT D – EXCEPTIONS TO RFA**

CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the RFA in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFA, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

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**ATTACHMENT E – PUBLIC RECORDS ACT EXEMPTIONS**

APPLICANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

Applicant requests that specific portions of the contents of this Application be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Application where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**